



WASHINGTON WATER TRUST

810 Third Avenue, Suite 180
Seattle, Washington 98104
thewatertrust.org

☎ 206.675.1585

☎ 206.749.9274

Working to restore rivers and streams in Washington state

January 10, 2008

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JAN 14 2008

DEPARTMENT OF ECOLOGY
EASTERN REGIONAL OFFICE

Laurie Dahmen
Department of Ecology
Eastern Regional Office
4601 N Monroe St
Spokane, WA 99205-1295


Re: Trust Water Application for the Purchase and Sale of a Portion of Mill Creek Water Right
Adjudicated Certificate No. 54, Walla Walla Basin

Dear Laurie,

Enclosed is a trust water application for a portion of Mill Creek Water Right Adjudicated Certificate No. 54 in the Walla Walla Basin. The water right is shared between several landowners and five of those landowners have entered into agreements to sell their portion of the water right to Washington Water Trust (each has signed separate but identical trust water application because there weren't enough signature lines on one application).

The land under this water right has been in continuous irrigation over the life of the water right with the exception of a few parcels which have been developed in the past couple of years (more detail is provided on these parcels). This particular water right shares a point of diversion with Mill Creek Water Right Adjudicated Certificate No. 52 which is indicated on the enclosed map. A formal irrigation district was never established, rather the group has acted as more of an informal ditch partnership with various people serving as the "water" or "ditch" master.

A fish screen and meter were installed at the point of diversion in August of 2004. It is important to note that the irrigators have had significant difficulty with the operation of the screen. During low flow conditions in Mill Creek the screen made it nearly impossible to withdraw the full amount of the water right and necessitated irrigation rotation between the parcels. There was a constant vegetative buildup on the exterior of the screen which required



nearly hourly cleaning. Given this challenge the water right holders request that this be taken into account when determining beneficial use. Agricultural crop use has varied over the life of the water right but in recent years most landowners have had their ground in turf grass. Wheel lines are the primary mechanism for irrigation and were installed in 1985. There is also a small storage pond used on a daily basis during the irrigation season. Irrigation has generally occurred from March - October or November each year.

Included with this application are a map of the place of use, aerial photographs from 2004 and 2006, a list of all parcels within the place of use including water right sellers and non sellers and pump records (there may be more records in Ecology's Walla Walla Office). One of the sellers, the Walla Walla Housing Authority has developed their property in recent years, however the property was irrigated up through 2003, I have include a note from the previous landowner describing this history. In addition, the property previously owned by Robert Maiuri was also sold, however Mr. Maiuri retained the water rights as indicated in the enclosed purchase and sale agreement and an accompanying letter from him.

Five sellers are included in this application; however we are awaiting a signed contract from a sixth seller. Recognizing that this is not a straightforward trust water application, I have attempted to provide as much information as possible, please let me know what further questions I can answer.

Thank you for your time,

Amanda Cronin



Project Manager
Washington Water Trust

Mill Creek Adjudicated Certificate No 54

Contact Information

Willing Sellers

Name	Phone Number
Ben Daltoso:	(509) 525-1112
Greg Ponti:	(509) 525-9243 509 520 5775 cell
Gerald Locati: (don't have contract yet)	(509) 525-6981
JoAnn Collins:	(509) 529-4086
Robert Maiuri:	509 301 1739

Walla Walla Housing Authority -13 Subdivided L (509) 527-4542 x104

Other People in Place of Use

Hardy, Mark and Carrie	(509) 525-3926	
Bossini, Louis	(509) 525-7741	
Gooch, Tamara (Tami)	(509) 522-8221	
Bussini, Arthur	(509) 529 0296	
Washam, Donna	(509) 240-1307	
Moore, Fred and Sharon	(509) 525-1752	
Scheibe Mark and Brenda	(509) 522-3654 cell phone 541 314 8610	
John Pao	(509) 529-3471	Still irrigating
Baldwin, Norman and Russel Sutherland	Both Norman and Russel passed away	
Hamada, Randy and Kathy -Joe Hamada signed-	call Jerry Stalder 529 4955 or 525 5846	
randy is in district 1	cell 301 8062	
Jeff Adams	Contact Randy (509) 529-0121	
	509 526 0696 fax or 509 240 0292	Still irrigating

Property Owners in Place of Use for Mill Creek Water Right Adjudicated Certificate No. 54

Name Sellers	Address	Total Acres in Place of Use	Parcel Numbers
1 Ben and Maguerite Daltoso: (Daltoso Farms) 505 Woodland Walla Walla, WA 99362 CS3-#28054J ID# 4478894		Total 11.64 .68 2.96 1 7	360719330005 360719330012 360719330011 360719330022
2 Greg and Gloria Ponti: 923 WALLULA AVE WALLA WALLA, WA 99362 Total CS3-#28054J ID# 4478922		5.68 4.2 1.48	360719330001 360730220001
3 Gerald and Elaine Locati: 357 SNIDER DR WALLA WALLA, WA 99362 Total CS3-#28054J ID# 4478941		11.05 6.05 5	360719330004 360730220014
4 Joann Collins: 713 ELECTRIC AVE WALLA WALLA, WA 99362 Total 11.03 CS3-#28054J ID# 4478958		.49 1 4.8 4.74	350725521928 360730220010 360730220029 360730220030
5 Robert Maiuri: 211 NW RUBY LN COLLEGE PLACE WA 9932 CS3-#28054J ID# 4478972		3.43 0.14	360730220006 360730220007 360730220023 360730220025
6 Walla Walla Housing Authority - 13 Subdivided Lots RENEE ROOKER 501 CAYUSE ST WALLA WALLA WA :99362- CS3-#28054J ID# 4478986			360730590001 360730590002 360730590003 360730590004 360730590005 360730590006 360730590007

Contact: Washington Water Trust

OVER →

Property Owners in Place of Use for Mill Creek Water Right Adjudicated Certificate No. 54

Name	Address	Total Acres in Place of Use	Parcel Numbers
<i>Sellers</i>			
Ben and Maguerite Daltoso: (Daltoso Farms) 505 Woodland Walla Walla, WA 99362		Total 11.64	
		.68	360719330005
		2.96	360719330012
		1	360719330011
		7	360719330022
Greg and Gloria Ponti: 923 WALLULA AVE WALLA WALLA, WA 99362 Total		5.68	
		4.2	360719330001
		1.48	360730220001
Gerald and Elaine Locati: 357 SNIDER DR WALLA WALLA, WA 99362 Total		11.05	
		6.05	360719330004
		5	360730220014
Joann Collins: 713 ELECTRIC AVE WALLA WALLA, WA 99362 Total		11.03	
		.49	350725521928
		1	360730220010
		4.8	360730220029
		4.74	360730220030
Robert Maiuri: 211 NW RUBY LN COLLEGE PLACE WA 9932		3.43	360730220006
		0.14	360730220007
			360730220023
			360730220025

Walla Walla Housing Authority - 13 Subdivided Lots

RENEE ROOKER 501 CAYUSE ST WALLA WALLA WA :99362-

360730590001
360730590002
360730590003
360730590004
360730590005
360730590006
360730590007

Non Sellers

360730590008
360730590009
360730590010
360730590011
360730590012
360730590013

Jeff Adams: 7080 Stateline Rd Touchet, WA 99360

8.49

360730220031

Hamada, Randy and Kathy

1640 GRAY LYNN DR WALLA WALLA WA 99362

3.78

360730210012

Hardy, Mark and Carrie

228 CRUTHERS ST Walla Walla, WA. 99362

1.07

360730220021

Bossini, Louis

233 BENNETT ST Walla Walla, Wa 99362

1

360730220032

Gooch, Tamara

234 AVERY ST WALLA WALLA, WA 99362

0.28

360730210018

Bussini, Arthur 238 AVERY WALLA WALLA WA 99362

0.28

360730210015

Washam, Donna

244 AVERY WALLA WALLA WA 99362

Unspecified Lot Size

360730210014

Moore, Fred and Sharon

252 AVERY WALLA WALLA WA 99362

0.3

360730210017

0.4

360730210016

Scheibe Mark and Brenda

264 AVERY ST WALLA WALLA WA 99362

0.8

360730210013

John Pao

334 WOODLAND WALLA WALLA WA 99362

11.3

360719330002

WATER DISTRIB DIST 1c/o JOHN PAO

625 WOODLAND AVE WALLA WALLA WA 99362

0.92

360730220013

Baldwin, Norman and Russel Sutherland (Jerry Stalder: Contact)

Total

2.68

360730210021

2210 CROSSHAVEN DR WALLA WALLA WA 99362

0.17

360730210019

2.51

Walla Walla Foundry Inc

405 WOODLAND AVE WALLA WALLA WA 99362

4.24

360730220020

Water Use Measurement Form #3 - Part B - Pressurized Flow

Please fill out Form #3 ONLY if you have pressurized flow (from either ground or surface water). Fill out one form for each measuring device.

Organization: Bossini Ditch Irrigator Water Right Number(s): WW Riv - Adjudication # 52 w/ch 125
54

Please circle APPROPRIATE UNITS

Week Start	Date	Meter Reading (gallons ac-ft other)	Peak Flow (gpm cfs other)	Week	Date	Meter Reading (gallons ac-ft other)	Peak Flow (gallons ac-ft other)
January				July	7-3-06	498283	
					7-3-06	511969	
					7-10-06	519034	
					7-17-06	528704	
					7-24-06	540588	
February				August	8-7-06	550417	
					8-14-06	560517	
					8-21-06	568426	
					8-28-06	577765	
March				Sept.	9-4-06	585643	
					9-11-06	591760	
					9-18-06	597588	
					9-25-06	601186	
April	3	371228		Oct.	10-2-06	612870	
	10	386476			10-9-06	623111	
	17	389234					
	24	398581		Nov.			
May	1	398581					
	8	410245					
	15	421728					
	22	434325		Dec.			
June	29	438494					
	5	446123					
	12	461047					
	19	475454					
	26	485734					

Month	Monthly Volume (gallons ac-ft other)	March	July	November
January	None	1535519	2257425	December
February	None	2103373	2989047	
	None	1868358	1235981	

Total Annual Volume: _____ (gallons ac-ft other) Peak Instantaneous Flow: _____ (gpm cfs other)

Comments:

fax
Amanda 206-119-9274 / 547-0191

Bob Maini was the
owner of 408 Offner Rd.

He kept the water rights.

Bob Maini has had the
land rented out as a
turf farm for 15 plus years.
The water was used for
irrigation for 8 months after
the closing of the sale.

Bob Maini was the
person who paid all use fees
and repairs for the "water district"
for the allotted acres.

1/4/08

Robert A Maini



301-1739

P/S 408



RESIDENTIAL PURCHASE and SALE AGREEMENT

THIS CONTRACT CONTROLS THE TERMS OF THE SALE OF THE PROPERTY

(Please read carefully before signing)

Walla Walla, Washington, FEB. 10TH, 2005

AGENCY DISCLOSURE: At the signing of this Agreement, the Selling Agent (insert name of selling agent) Dennis Ledford

COLDWELL BANKER FIRST REALTORS

represented ☒ Buyer, ☐ Seller, ☐ Bothparties, ☐ Neither party and the Listing Agent (insert name of listing agent)represented ☐ Seller, ☐ Both Parties. Buyer and Seller both confirm

that prior oral and/or written disclosure of agency was provided to each of them in this transaction. If Selling Agent and Listing Agent are different licensees affiliated with the same broker, then both parties consent to that broker acting as a dual agent. If Selling Agent and Listing Agent are the same person representing both parties, then both parties confirm their consent to that agent and his/her broker acting as dual agents. Both parties acknowledge receipt of a copy of the pamphlet entitled "The Law of Real Estate Agency."

1. PARTIES: This RESIDENTIAL PURCHASE and SALE AGREEMENT ("Agreement") is made between

Thad Simon

as "Buyer",

and

Robert Mauri

as "Seller". Buyer agrees to purchase Seller's property

on the following terms and conditions.

2. PROPERTY: Common Address 408 Offner Road

City: Walla Walla

County: Walla Walla

State of Washington.

Zip: 99362

(Tax Parcel Number) 36-07-30-22-0007

Legal Description: Mauri vacant land, see attached legal description

☒ If Legal Description is not attached at final acceptance of this Agreement, Buyer shall have three (3) business days after receiving the Legal Description to approve the Legal Description as accurately reflecting the Property which the parties intend to be the subject of this Agreement. Failure to give written disapproval shall be deemed to be approval.

3. PURCHASE PRICE/FINANCING: The Purchase Price is (\$ 310,000.00), payable as follows:

☒ All cash at closing (not conditioned on Buyer obtaining a loan).☐ Proceeds of Buyer Financing (attach a Financing Addendum).☐ Other (attach a Method of Payment Addendum).

Buyer Representation: Buyer represents that Buyer has sufficient funds available to close this sale in accordance with this Agreement, and is not relying on any contingent source of funds unless otherwise set forth in this Agreement.

4. EARNEST MONEY: The amount of Earnest Money is: (\$ 6,000.00)

Selling Agent acknowledges receipt of

Earnest Money from Buyer in the form of: ☐ a check for \$☐ cash of \$☐ note for \$, due as stated in the note (copy attached), and/or ☒ Other \$

in the form of:

These funds shall be deposited into the selling broker's trust account or \$5,000 advanced, \$1,000 Walla Walla Title to be credited to Buyer at closing. Selling Licensee shall deposit any check to be held by Selling Broker, or deliver any Earnest Money to be held by Closing Agent within three days of receipt or mutual acceptance, whichever occurs later. The parties instruct Closing Agent to: 1) provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and licensees at the addresses and/or fax numbers provided herein; and 2) commence an interpleader action in the Superior Court for the county in which the Property is located within 30 days of a party's demand for the Earnest Money unless the parties agree otherwise in writing.

5. ADDITIONAL CONTINGENCIES: This Agreement is contingent on:

☐ The sale of Buyer's property (attach Sale of Buyer's Property Contingency Addendum).☐ Inspections (attach Inspection Contingency Addendum).☐ Other.6. CONVEYANCE OF TITLE: Conveyance of fee title shall be by ☒ statutory warranty deed ☐ other.

(statutory warranty deed if not filled in).

Buyer and Seller understand that the form of the deed may affect significant legal rights as to which a real estate licensee is not licensed to give advice. If this Agreement provides for the sale and transfer of the vendee's interest under an existing real estate contract, Seller shall convey Seller's interest by an assignment of contract and deed sufficient in form to convey after acquired title.

7. CLOSING: Closing shall be within ten (10) days after satisfying or waiver of all contingencies and "subject to's", but not earlier than

APRIL 1st 2005

this Agreement. Closing shall mean the date on which all documents are recorded and the net sales proceeds are available for disbursement to Seller. Buyer and Seller shall deposit, when notified and without delay, in escrow with the closing agent all instruments, monies, and other documents reasonably required to complete the closing of the transaction in accordance with the terms of this Agreement.

8. POSSESSION: Buyer shall take physical possession of the Property (and all existing keys to locks and alarms, and any portable control devices for accessing the Property):

☒ on closing☐ other (specify)

Seller shall maintain the property in its current condition until Buyer takes possession.

9. ESCROW/CLOSING COSTS: Closing shall occur at

Walla Walla Title

, who shall act as

the escrow/closing agent unless the parties agree in writing otherwise. Unless limited by law or modified by the terms of this Agreement, Buyer and Seller shall pay at closing all customary and usual closing costs and fees, including but not limited to the following: Seller shall pay the Seller's excise tax, the cost of the owner's standard form of title insurance, recording fees, and Seller's half share of escrow fees (unless Buyer obtains VA financing in which case Seller shall pay all escrow fees); Buyer shall pay all costs and fees associated with the financing, any other costs agreed to under the terms of this Agreement, and Buyer's half share of the escrow fees (unless prohibited by government regulation). Taxes for the current year, rents, interest, association or homeowner's fees, if any, shall be pro-rated as of the date of closing. Except as described in Paragraph 10(b) of this Agreement, all utility charges shall be paid and/or pro-rated outside escrow directly between Buyer and Seller.

Buyer's Initials

TPS

Seller's Initials

RDM

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Page 1 of 4

Coldwell Banker First Realtors 218 West Main, Walla Walla WA 99362
Phone: 5095250820

Fax: 5095221053

Dennis Ledford

Tel: 40534.Z

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10. **SELLER'S DISCLOSURE AND REPRESENTATIONS:** If Buyer has any questions regarding the Property, Buyer should make Buyer's offer subject to relevant inspections and reports.

(a) **Utilities:** The Seller represents that the Property is served by the following utilities: ☒ private/community water system, ☒ private well, ☐ community well, ☐ private irrigation system, ☒ septic system, ☐ natural gas, ☒ telephone, ☐ cable TV, ☐ public water, ☒ electricity, ☐ sewer, ☐ other _____

(b) **Governmental Utilities:** Pursuant to RCW 60.50, Buyer and Seller ☐ do request ☐ do not request (If neither box is checked, then "do request" applies.) the escrow/closing agent to administer the disbursement of closing funds necessary to satisfy unpaid utility charges affecting the Property. Seller represents that the Property is served by the following utilities operated by the state, county, city or other governmental agencies which have lien rights against the Property. The parties authorize the Listing Agent or the Selling Agent to insert over their signatures, the name and addresses of the following utility providers:

Name of Provider	Address	Name of Provider	Address
<input type="checkbox"/> Sewer _____	_____	<input type="checkbox"/> Electricity _____	_____
<input type="checkbox"/> Storm Water _____	_____	<input type="checkbox"/> Garbage _____	_____
Drainage _____	_____	<input type="checkbox"/> Irrigation _____	_____
<input type="checkbox"/> Water _____	_____	<input type="checkbox"/> Special Districts _____	_____
		(LID's and ULIO's)	

Seller will pay for all utilities through the date of closing and keep all utilities/services presently connected until closing or occupancy by the Buyer, whichever is sooner, except _____

Shares in light and/or water companies and associations, if any, ☐ will ☒ will not be included in the sale. If the Property is served by a septic system, Seller ☐ will ☒ will not have the septic tank pumped prior to closing. If the Property is served by a septic system, Seller ☐ will ☒ will not provide a septic system inspection report from the controlling regulatory authority, or a private inspector approved by the controlling regulatory authority. If the Property is served by an individual private well, Seller ☐ will ☒ will not provide a basic water test (bacteriological test) of well water, ☐ will ☒ will not provide a quantity test and Seller ☐ will ☒ will not provide an additional water test (primary inorganic chemical test) of well water which meets State Department of Health Services standards. If Buyer wishes any additional type of water test, Buyer should make such request in an addendum attached to this Agreement.

(c) **Leased Fixtures:** The following fixtures presently are leased: ☐ furnace, ☐ gas conversion burner, ☐ hot water heater, ☐ soft water unit, ☐ security/fire alarm system, ☐ propane tanks, ☐ other _____. Buyer ☐ does ☐ does not agree to assume such lease(s) at closing. If Buyer does not agree to assume such leases, or if Buyer cannot assume such leases because of the requirements of the lessor or a lender providing financing, then ☐ Buyer ☒ Seller shall purchase such fixtures and they shall be included in this sale.

(d) **Property Maintenance:** Seller will perform ordinary maintenance on the Property and yard as presently exists until closing or as otherwise agreed. Seller will remove all of Seller's personal property, trash, debris, and all articles not agreed to be left at closing.

(e) **Boundaries/Square Footage:** Seller makes no representations regarding the locations or length of the boundary lines, size of lot, or the square footage of the house and other improvements. Buyer has personally observed the property and has reached Buyer's own conclusions as to the adequacy and acceptability of the Property based upon such personal inspection.

(f) **Lead-Based Paint:** If the Property includes a house built before 1978, then the addendum entitled "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards" must be attached to this Agreement.

11. **SELLERS LEAD-BASED PAINT DISCLOSURE:** If Seller is required to provide Buyer a "Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards", and has not done so prior to mutual execution of this Agreement, then Buyer shall have the unconditional right to terminate this Agreement for three days following Buyer's receipt of the Disclosure. In addition, Buyer shall have ten days following receipt of the Disclosure to conduct an inspection for lead-based paint hazards.

12. **INCLUDED ITEMS:** All fixtures and things that are attached to the Property are included, free of liens, in the purchase price including plumbing and light fixtures and bulbs (except floor, standing, and swing lamps), attached television antenna, satellite dish and equipment, all attached floor coverings, trees, plants and shrubs in the yard, built-in appliances, shades, blinds, curtain rods, window treatments, bathroom fixtures, awnings, attached heating and cooling systems, attached irrigation equipment, screens, shutters, storm windows, screen doors, fireplace inserts, attached fireplace screens, electric garage door openers, wall to wall carpeting, gas logs and lighters, and all oil or other fuel on hand at the time of possession and _____

except _____

13. TITLE:

(a) **Title Insurance to be Issued by: Walla Walla Title**

Title insurance provided at closing shall be ☒ Standard Title Insurance ☐ Extended Title Insurance. (If no box is checked, Standard Title Insurance shall be provided.) Seller will pay the cost of Standard Title Insurance. If Buyer requires Extended Title Insurance, Buyer agrees to pay all costs in excess of those charged for the standard form including, without limitation, increased premiums and survey costs. If a survey is required, Buyer shall order the survey within three (3) business days of receiving notice from the title company that a survey is required and Buyer shall pay the estimated cost of the survey prior to performance of any survey work or Buyer can waive requirement for an extended policy and accept standard title insurance.

(b) **Title Insurance Commitment:** Within five (5) days of mutual acceptance, Seller shall arrange for the ☐ Listing Agent or ☐ Closing Agent, at Seller's expense, to apply for a preliminary commitment ("Commitment") for an ALTA form Owner's policy of title insurance ("Policy") as described in subparagraph (a) above, with homeowner's additional protection and inflation protection endorsements, if available at no additional charge, to be issued by the above title company. Seller shall pay title insurance cancellation fees.

(c) **Extended Title Insurance:** Buyer acknowledges that the coverage afforded by a standard form policy of title insurance provides limited or no coverage for loss by reason of conflicts in boundary lines, shortage in area, encroachments, or any other matters which an accurate survey would disclose. More extensive coverage through an extended policy of title insurance may be available for an additional charge and subject to additional requirements imposed by the title company including a survey.

(d) **Title Insurance Exceptions and Exclusions:** The title policy shall contain no exceptions to or exclusions from coverage other than those generally provided in the specified title policy form and those which are consistent with subparagraph (c) below. If title cannot be made so

Buyer's Initials

TPS

Seller's Initials

Ram

- insurable by closing, and if Buyer does not elect to waive any exceptions to coverage which are consistent with this subparagraph and subparagraph (e) below, this Agreement shall terminate at Buyer's option.
- (e) **Condition of Title:** Unless otherwise specified in this Agreement, title to the Property at closing shall be free of all encumbrances and defects provided that presently recorded reservations, covenants, conditions and restrictions, easements and existing building or zoning regulations or restrictions, reserved oil and/or mining rights, and rights reserved in federal patents or state deeds which do not interfere with Buyer's intended use of the Property shall not be considered encumbrances or defects. Monetary obligations not assumed by Buyer shall be paid from Seller's funds at closing.
14. **ASSIGNMENT:** Buyer may not assign Buyer's interest in this Agreement without Seller's prior written consent.
15. **DEFAULT/TERMINATION:** If this Agreement is terminated for any reason, any costs authorized under this Agreement to be advanced from the earnest money deposit shall be deducted before the remaining earnest money is refunded to the Buyer or forfeited to Seller. If a dispute should arise regarding the disbursement of any earnest money, the party holding the earnest money may interplead the funds into court and that party shall recover all costs and attorney fees associated with the interpleader action from the earnest money before any other disbursements are made. Furthermore, if either Buyer or Seller defaults, the non-defaulting party may seek specific performance or damages, except that the Seller's remedy shall be limited as follows if the box below has been checked.
- ☒ In the event the Buyer fails, without legal excuse, to complete the purchase of the property, the earnest money deposit made by the Buyer shall be forfeited to the Seller as the sole and exclusive remedy available to the Seller for such failure. Furthermore, if the earnest money deposited exceeds five percent (5%) of the sale price, Seller may retain as liquidated damages and as Seller's sole remedy earnest money equaling only five percent (5%) of the purchase price; any additional earnest money shall be refunded to Buyer. If the earnest money is forfeited as liquidated damages, the money shall be divided fifty percent (50%) to Seller, twenty-five percent (25%) to the listing broker, and twenty-five percent (25%) to the selling broker provided, however, that the amount paid to the real estate brokers shall not exceed the agreed brokerage fee.
16. **ATTORNEYS FEES/COSTS AND MEDIATION:** If the Buyer, Seller, or any real estate licensee or broker involved in this transaction is involved in any dispute relating to this transaction, any prevailing party shall recover reasonable attorney's fees and costs (including those for appeals) which relate to the dispute. In the event of a dispute, it is recommended (but not required) that the parties engage in mediation in an effort to resolve the dispute without the need for a lawsuit. The Washington Association of REALTORS® does offer a mediation service. For information, call 1-800-562-6024.
17. **FIRPTA COMPLIANCE:** If Buyer does not intend to use the property as a principal residence, or if the purchase price exceeds \$300,000.00, this sale may be subject to the withholding and reporting requirements of the Foreign Investment in Real Property Tax Act (FIRPTA), unless Seller furnishes to Buyer an affidavit of non-foreign status. Seller and Buyer agree to comply with FIRPTA, if applicable.
18. **CASUALTY/LOSS:** If, prior to closing, the Property or improvements on the Property are destroyed or materially damaged by fire or other casualty, Buyer may elect to terminate this Agreement, and the earnest money shall be refunded to Buyer.
19. **COMPUTATION OF TIME:** Unless specified otherwise herein, any periods of time referenced in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. (Pacific Time Zone) of the last calendar day of the specified time period, unless the last day is a Saturday, Sunday, or legal holiday as prescribed in RCW 1.16.050, in which event the specified period of time shall expire at 9:00 p.m. (Pacific Time Zone) on the next business day. Any specified period of three (3) days or less shall include business days only.
20. **PROFESSIONAL ADVICE:** Buyer and Seller each acknowledge that it is advisable to have the terms and conditions of this Agreement reviewed by independent legal counsel and/or a tax advisor, as the terms and conditions affect the parties' rights and may have tax implications. Each party is specifically aware that issues such as form of deed used for conveyance, agency representation, financing documents, liquidated damages, title insurance and seller representations are complicated and that the parties may require advice that a real estate licensee is not licensed to give and for which parties should contact their own attorney or accountant. Furthermore, Buyer and Seller agree that: (a) they are not relying on any representations or advice by the real estate licensees involved in this transaction; and, (b) they have satisfied themselves as to the terms and conditions of this sale.
21. **GENERAL PROVISIONS:**
- (a) **Notices:** Unless otherwise specified in this Agreement, any notice required or given under the terms of this Agreement must be written. Receipt of any notice shall be defined as the earlier of: three (3) business days following the postmark date; or the date the notice is actually received by the party or at the office of the Listing Agent for Seller and Selling Agent for Buyer regardless of the agency relationships involved. For the purposes of this Agreement, receipt by the appropriate agent (as set forth above) of a copy of a Real Property Transfer Disclosure Statement, Condominium Public Offering Statement and Condominium Resale Certificate or any other documents related thereto, as applicable, shall constitute receipt by the party. Seller must keep the Listing Agent advised of the Seller's whereabouts, and Buyer must keep the Selling Agent advised of Buyer's whereabouts. The Listing Agent's responsibility to the Seller and the Selling Agent's responsibility to the Buyer for delivery of notices is limited to calling the party and if the party is not available by phone, mailing the notice to the party's last known address.
- (b) **Faxes and Counterparts:** Facsimile transmission of any signed original document, and retransmission of any signed facsimile transmission shall be the same as delivery of an original. At the request of either party, or the closing agent, the parties will confirm facsimile transmitted signatures by signing an original document. This Agreement may be signed in counterparts.
- (c) **Integration:** There are no verbal agreements or understandings which modify this Agreement. This Agreement constitutes the full understanding between Buyer and Seller.
- (d) **Time is of the Essence:** Time is of the essence as to all terms and conditions of this Agreement.
- (e) **Home Protection Plan:** Buyer and Seller have been informed that home protection plans may be available. These plans may provide additional protection and benefit to Seller or Buyer. Cost of coverage may vary.
- (f) **Backup Offers:** Buyer is aware that during the term of this Agreement, Seller may continue to market the Property and solicit and accept backup offers.
- (g) **Venue/Applicable Law:** This Agreement shall be interpreted and construed according to the laws of the state of Washington, venue shall be in the county in which the Property is located.
- (h) **Survival:** All terms of this Agreement, which are not satisfied or waived prior to closing, shall survive closing. These terms shall include, but not be limited to, representations and warranties, attorney's fees and costs, disclaimers, repairs, rents and utilities, etc.
22. **ADDITIONAL TERMS AND CONDITIONS:** Seller to be given 90 post occupancy from date of closing with an additional 30 days for \$600.00 total not to exceed 60 days past the post occupancy agreement.
\$600.00 per month due on first day of 30 day occupancy
23. **ADDENDA/ATTACHMENTS:** At the time of Buyer's offer, the following addenda/attachments are part of this Agreement:
Addendum A.

Buyer's Initials

TPS

Seller's Initials

RAM

P/S 408

Buyer and Seller may only amend this Agreement by mutual written consent.

24. **AGREEMENT TO PURCHASE:** Buyer offers to purchase the Property on the above terms and conditions. Buyer hereby acknowledges receipt of a copy of this Agreement. Seller shall have until 5:00 ☐ a.m./ ☒ p.m. FEB 15TH, 2005 to accept this offer unless sooner withdrawn by delivering a signed copy to Buyer or Selling Agent. Acceptance shall not be effective until a signed copy hereof is actually received by Buyer or at the office of the Selling Agent.

Buyer's Signature Thad Simon

Date

COLDWELL BANKER FIRST REALTORS

Selling Broker (Name)

Buyer's Signature

Date

Dennis Ledford

Selling Agent's (Name)

Date

Buyer's Phone (work)/(home)

(509) 525-0820

Selling Agent's Phone (work)/(home)

(509) 522-1053

Selling Agent's FAX Number

Buyer's Address

(City, State, Zip)

25. **SELLER'S ACCEPTANCE:** Subject to Seller's counteroffer or modifications, if any, Seller agrees to sell the Property on the terms and conditions specified herein. Upon Buyer's and Seller's mutual acceptance of terms, Seller confirms by signing this Purchase and Sale Agreement that the Listing Agent has performed Listing Agent's obligations to Seller by procuring a buyer, and has earned the compensation described in the listing agreement referenced by MLS number _____. Seller confirms that Broker(s) is entitled to collect Broker's compensation directly from the escrow agent at closing from proceeds of the sale. Seller acknowledges receipt of a copy of this Purchase and Sale Agreement, signed by both parties. ☐ Seller's Counteroffer or modifications are made a part of this Agreement. Buyer shall have until _____ ☐ a.m./ ☐ p.m., unless sooner withdrawn within which to accept same. Acceptance shall not be effective until a signed copy hereof is actually received by Seller or at the office of the Listing Agent.

Seller's Signature Robert Mauri

Date

2-15-05

Listing Broker (Name)

Seller's Signature

Date

Listing Agent's (Name)

Date

(Seller's Name Printed)

Listing Agent's Phone (work)/(home)

Seller's Phone (work)/(home)

Listing Agent's FAX Number

Seller's Address

(City, State, Zip)

Mortgagee's Name

Seller's Loan Number

Mortgagee's Phone Number

Mortgagee's Address

There are _____ additional mortgages on this property.

26. **BUYER'S RECEIPT:** A true copy of the foregoing signed by Seller, is hereby received on: 2-18-05

Buyer Thad Simon

Buyer



ADDENDUM/AMENDMENT

Purchase and Sale Agreement No. _____

Addendum No. _____

THIS ADDENDUM/AMENDMENT TO PURCHASE AND SALE AGREEMENT ("Addendum") is entered into this 10th day of FEB., 2005 between Thad Sirmon ("Buyer") and Robert Mauri ("Seller") and modifies and supplements that certain Purchase and sale Agreement between the Buyer and the Seller dated January 31, 2005 for property located at 408 Offner Road ("Agreement"). February 10 2005

IT IS AGREED BETWEEN THE BUYER AND SELLER AS FOLLOWS:

The \$1,000 held as earnest money from early purchase and sale agree, as well as the additional advance of \$5,000 to be credited to Sirmon at closing. At mutual acceptance the buyer agrees to advance an additional \$2,500 which will be credited to the buyer at closing. If sale fails seller agrees to reimburse the buyer the \$2,500, if failure is at no fault of the buyer.

No commission is being paid by either party in this transaction and none owing for the past agreement. All being waived in hope of future business with Sirmon and Mauri.

Sod to be removed from land within 90 days of closing but no later than April 30, 2005.

Seller at closing to have \$600.00 Escrowed at Walla Walla Title to be held until property has been inspected and condition and any rents paid by seller which are due buyer and Seller is totally out of home and left in clean, undamaged condition.

Note: This Addendum supersedes any conflicting terms in the Agreement, and all other terms of the Agreement which have not been modified or superseded by this Addendum are ratified and shall remain in full force and effect.

SELLER:

Robert Mauri

BUYER:

Thad Sirmon

DATE:

2-15-05

DATE:

2/15/05

PREPARED BY:

LEGAL DESCRIPTION

APN 36-07-30-22-0007

Beginning at a point in the West line of Section 30, Township 7 North, Range 36 East of the Willamette Meridian, said point being 288.4 feet North, measured along the said West line, from its point of intersection with the Original Northerly line of the U.S. Military Reserve, and run thence North 61°08' East, parallel to the said Original U.S. Military line, 544.2 feet; thence North 26°24' West 294 feet to a point in the Southerly right-of-way line of the Walla Walla Valley Railroad; thence Westerly, along the said Southerly right-of-way line, 362 feet to a point in the West line of the aforesaid Section 30; thence South, along the said West line 430.48 feet to THE POINT OF BEGINNING;

EXCEPTING THEREFROM, HOWEVER, the West 15 feet lying in Officer Road.

ALSO, a strip of land 0.50 feet wide within Government Lot 6 in Section 30, Township 7 North, Range 36 East, Willamette Meridian, described more particularly as follows:

Commencing at the iron pipe marking the Northwest corner of Government Lot 7 in said Section 30; THENCE North 61°21'32" East for a distance of 674.00 feet along the Original North line of the U.S. Military Reservation; THENCE North 26°16'28" West for a distance of 252.00 feet along the East line of that Parcel Deeded to Eisele per Deed Book 209, Page 1979, Walla Walla County Deed Records, being THE TRUE POINT OF BEGINNING; THENCE North 26°16'28" West for a distance of 295.89 feet along the East line of that Parcel Deeded to Majuri per Deed Book 245, Page 2124, Walla Walla County Deed Records, to the Northeast corner thereof; THENCE along a curve to the left having a radius of 1,466.49 feet and an arc length of 0.50 feet, being subtended by a chord of North 62°44'03" East for a distance of 0.50 feet, along the South right of way line of the Walla Walla Valley Railway Company; THENCE South 26°16'28" East for a distance of 295.88 feet to a point on the Easterly extension of the North line of said Eisele Parcel; THENCE South 61°21'32" West for a distance of 0.50 feet along said Easterly extension to THE TRUE POINT OF BEGINNING.

ALSO.

The Southwesterly 15 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) 30 foot wide Walla Walla, Washington to Milton-Freewater, Oregon Branch line property, now discontinued, located upon, over and across the Northwest Quarter of the Northwest Quarter of Section 30 Township 7 North, of Range 36 East of the Willamette Meridian, Walla Walla County, Washington, bounded on the West by the West line of said Section 30 and bounded on the Easterly side by the following described line "A":

Commencing at the point of intersection of the West line of said Section 30 and the original Northerly line of the U. S. Military Reserve; thence Northerly along said West line 288.4 feet; thence North 61°08' East parallel to said Northerly Reserve line 544.2 feet to THE TRUE POINT OF BEGINNING of said line A; thence North 26°24' West 309 feet; more or less, to a point on said Railway Company's Main Track centerline, as originally located and constructed, and there terminating.

All Situated in Walla Walla County, State of Washington.

RALM7941

Robert M. [Signature]
2-17-07
2/18/05
TR

30-7-36

After recording return document to:
Robert A. Maiuri
408 Offner Road
Walla Walla, Washington 99362

WALLA WALLA CO. TREASURER
REAL ESTATE EXCISE TAX
PAID

AUG 4 2003

NO. 102,708
AMT. 22.45

QUITCLAIM DEED AND RELEASE

Grantor: The Burlington Northern and Santa Fe Railway Company
Grantee: Robert A. Maiuri
Legal Description: A portion of Section 30, Township 7 North,
Range 36 East
Assessor's Property Tax Parcel Account/Number(s):

THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, a Delaware corporation, Grantor, of 2500 Lou Menk Road, AOB 3, Fort Worth, Texas 76131-2830, hereinafter called "Grantor", for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, in hand paid, conveys and quitclaims, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, to ROBERT A. MAIURI, of 408 Offner Road, Walla Walla, Washington 99362, hereinafter called "Grantee", all its right, title and interest, if any, in real estate situated in Walla Walla County, State of Washington, hereinafter called "Property", together with all after acquired title of Grantor therein, described as follows:

A portion of Section 30, Township 7 North, Range 36 East, more particularly described in Exhibit "A", consisting of one (1) page, attached hereto and made a part hereof.

SUBJECT, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise.

ALSO, if the Property is locally assessed, the Grantee, and for his heirs and assigns, by acceptance of this deed, agrees to assume all locally assessed real estate taxes, outstanding and otherwise, and any and all past, present, pending and future assessments of every nature whatsoever, which have been or may be levied against the Property.

ALSO, the Grantee, and for his heirs and assigns, by acceptance of this deed, hereby releases and forever discharges the Grantor, its successors and assigns, from any and all present or future obligations of the Grantor, its successors and assigns, including but not limited to the construction of or continued maintenance thereto of any railroad fences, snow fences, road crossings, cattle guards, gates, farm crossings, bridges, drainage or irrigation pipes, if any, located and situated on the Property herein conveyed.

BY ACCEPTANCE OF THIS DEED, Grantee acknowledges that a material consideration for this conveyance, without which it would not be made, is the agreement by the Grantee, for his heirs and assigns, that the Grantor, its predecessors, successors, and assigns shall be in no manner responsible to the Grantee, any subsequent owner, purchaser, or any person interested therein for any and all claims, demands, damages, causes of action including loss of access, or suits regarding the quiet and peaceable possession of such premises, title thereto, or condition thereof.

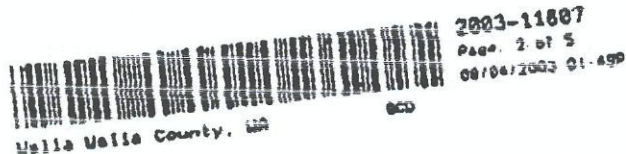


Exhibit "A"

The Southeasterly 15 feet of The Burlington Northern and Santa Fe Railway Company's (formerly Northern Pacific Railway Company) 30 foot wide Walla Walla, Washington to Milton-Freewater, Oregon Branch Line property, now discontinued, located upon, over and across the Northwest Quarter of the Northwest Quarter of Section 30, Township 7 North, Range 36 East of the Willamette Meridian, Walla Walla County, Washington, bounded on the West by the West line of said Section 30 and bounded on the Easterly side by the following described Line "A":

Line "A" Description

Commencing at the point of intersection of the West line of said Section 30 and the original Northerly line of the U.S. Military Reserve;

Thence Northerly along said West line 288.4 feet;

Thence North 61 degrees, 05 minutes East parallel to said Northerly Reserve line 544.2 feet to the TRUE POINT OF BEGINNING of said Line "A";

Thence North 26 degrees, 24 minutes West 309 feet, more or less, to a point on said Railway Company's Main Track centerline, as originally located and constructed, and there terminating.

RAIL ROAD



Walla Walla County, WA

2003-11687

Page: 5 of 5

08/04/2003 01:49P

BCD

FILED FOR '11.7
IN WALLA WALLA
BY WALLA WALLA TITLE COMPANY

OCT 5 11 16 AM '98

EXHIBIT "A"

A strip of land 0.50 feet wide within Government Lot 6 in Section 30, Township 7 North, Range 36 East, W.M., described more particularly as follows:

Commencing at the iron pipe marking the Northwest corner of Government Lot 7 in said Section 30;

THENCE North 61 degrees 21 minutes 32 seconds East for a distance of 674.00 feet along the original North line of the U.S. Military Reservation;

THENCE North 26 degrees 16 minutes 28 seconds West for a distance of 252.00 feet along the East line of that parcel deeded to Eisels per Deed Book 209, page 1979, Walla Walla County Deed Records, being the True Point of Beginning;

THENCE North 26 degrees 16 minutes 28 seconds West for a distance of 295.89 feet along the East line of that parcel deeded to Maluri per Deed Book 245, Page 2124, Walla Walla County Deed Records, to the Northeast corner thereof;

THENCE along a curve to the left having a radius of 1456.49 feet and an arc length of 0.50 feet, being subtended by a chord of North 62 degrees 44 minutes 03 seconds East for a distance of 0.50 feet, along the South right of way line of the Walla Walla Valley Railway Company;

THENCE South 26 degrees 16 minutes 28 seconds East for a distance of 295.88 feet to a point on the Easterly extension of the North line of said Eisels parcel;

THENCE South 61 degrees 21 minutes 32 seconds West for a distance of 0.50 feet along said Easterly extension to the True Point of Beginning.

Together with and subject to covenants, easements, and restrictions of record.

Said property contains 0.003 acres more or less.

0.003 for the upper parcels about 6" → A

COUNTY OF WALLA WALLA